

PETITION FOR SPECIAL HEARING
TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Baltimore County Zoning Regulations to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve an amendment of Restriction #1 of Case #78-155XA under Order dated May 15, 1979, to allow the proposed expansion of 180 sq. ft. on the second floor.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of the above Special Hearing advertising, posting, etc., upon filing of this Petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser: _____
(Type or Print Name)
Signature: _____
Address: _____
City and State: _____
Attorney for Petitioner: _____
S. Eric DiNenna
(Type or Print Name)
Signature: _____
Address: 205 Alex. Brown Bldg.
102 W. Pennsylvania Ave.
Towson, Maryland 21204
City and State: _____
Attorney's Telephone No.: 825-1630

Legal Owner(s): _____
(Type or Print Name)
Signature: _____
Address: 1107 Kenilworth Drive
Towson, Maryland 21204
City and State: _____
Name, address and phone number of legal owner, contract purchaser or representative to be contacted: _____
S. Eric DiNenna, Esquire
Name Suite 205 Alex. Brown Bldg.
102 W. Pennsylvania Avenue
Towson, Maryland 825-1630
Address Phone No.

ORDERED By The Zoning Commissioner of Baltimore County, this _____ day of _____, 1979, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the _____ day of _____, 1981, at 10:30 o'clock _____ A.M.

Zoning Commissioner of Baltimore County.

Z.C.O.-No. 1

(over)

BALTIMORE COUNTY

ZONING PLANS

ADVISORY COMMITTEE



PETITION AND SITE PLAN

EVALUATION COMMENTS

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

January 30, 1981

COUNTY OFFICE BLDG.
111 W. Hampden Ave.
Towson, Maryland 21204

Chairman
Nicholas B. Commodari

MEMBERS
Bureau of Engineering
Department of Traffic Engineering
State Roads Commission
Bureau of Fire Prevention
Health Department
Project Planning
Building Department
Board of Education
Zoning Administration
Industrial Development

S. Eric DiNenna, Esquire
Suite 205 Alexander Brown Building
102 W. Pennsylvania Avenue
Towson, Maryland 21204

RE: Item No. 110
Petitioner - Joseph A. Andresini, et al
Special Hearing Petition

Dear Mr. DiNenna:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

Because of your clients' proposal to expand the second floor of the existing building, which was granted a Special Exception as a result of Case #78-155-XA, this Special Hearing to allow this construction is sized.

As indicated in my conversation with you on January 8th, there is a discrepancy between the floor area on the submitted site plan and the plan that was previously approved. However, you stated that the present figures are correct. This should be verified at the scheduled hearing.

Enclosed are all comments submitted to this office from the committee members at this time. The remaining members felt that no comment was warranted. This petition was accepted for filing on the date of the enclosed certificate and a hearing scheduled accordingly.

Very truly yours,

Nicholas B. Commodari
NICHOLAS B. COMMODARI, Chairman
Zoning Plans Advisory Committee

ENC: bsc

Enclosures

cc: The Shenk Corp.
43 East Lee Street
Bel Air, Md. 21014



BALTIMORE COUNTY
DEPARTMENT OF PUBLIC WORKS
TOWSON, MARYLAND 21204

HARRY J. PISTEL, P.E.
DIRECTOR

January 19, 1981

Mr. William E. Hammond
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Item #110 (1980-1981)
Property Owner: Joseph A. Andresini & Gertrude Skopp
E/S York Rd. 130' N. of Thornhill Road
Acres: 50 x 146.10 District: 8th

Dear Mr. Hammond:

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

General:

Comments were supplied for this property in connection with Project IDCA #77-27X and in conjunction with the Zoning Advisory Committee review for Item 91 (1977-1978).

Baltimore County highway and utility improvements are not directly involved.

The Petitioner must provide necessary drainage facilities (temporary or permanent) to prevent creating any nuisances or damages to adjacent properties, especially by the concentration of surface waters. Correction of any problem which may result, due to improper grading or improper installation of drainage facilities, would be the full responsibility of the Petitioner.

This office has no further comment in regard to the plan submitted for Zoning Advisory Committee review in connection with this Item 110 (1980-1981).

Very truly yours,

Robert A. Morton, P.E., Chief
Bureau of Public Services

RAM:EAM:FWR:ss

cc: J. Wimbley

Attachment

S-SE Key Sheet
46 NW 1 Pos. Sheet
NW 12 A Topo
61 Tax Map

Item #91 (1977-1978)
Property Owner: Joseph A. Andresini, et al.
Page 2
December 8, 1977

Water and Sanitary Sewer:

Public water supply and sanitary sewerage are serving the present residence. This property is tributary to the Jones Falls Sanitary Sewer System, subject to State Health Department regulations.

Additional fire hydrant protection is required in the vicinity.

Very truly yours,

Ellsworth N. Diver, P.E.
Chief, Bureau of Engineering

END:EAM:FWR:ss

cc: J. Somers
W. Hunchel

S-SE Key Sheet
46 NW 1 Pos. Sheet
NW 12 A Topo
61 Tax Map

December 8, 1977

Mr. S. Eric DiNenna
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Item #91 (1977-1978)
Property Owner: Joseph A. Andresini, et al.
E/S York Rd. 130' N. of Thornhill Rd.
Existing Zoning: D.R. 16
Proposed Zoning: Special Exception for offices (IDCA 77-27X)
Acres: 0.167 District: 9th

Dear Mr. DiNenna:

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

General:

Comments were supplied for this property for Project IDCA Project No. 77-27X.

Highways:

York Road (Md. 45) is a State Road; therefore, all improvements, intersections, entrances and drainage requirements as they affect the road come under the jurisdiction of the Maryland State Highway Administration. Any utility construction within the State Road right-of-way will be subject to the standards, specifications and approval of the State in addition to those of Baltimore County.

Sediment Control:

Development of this property through stripping, grading and stabilization could result in a sediment pollution problem, damaging private and public holdings downstream of the property. A grading permit is, therefore, necessary for all grading, including the stripping of top soil.

Storm Drains:

Provisions for accommodating storm water or drainage have not been indicated on the submitted plan.

The Petitioner must provide necessary drainage facilities (temporary or permanent) to prevent creating any nuisances or damages to adjacent properties, especially by the concentration of surface waters. Correction of any problem which may result, due to improper grading or improper installation of drainage facilities, would be the full responsibility of the Petitioner.

February 23, 1978

Mrs. Florence M. Palmer
1517 York Road
Lutherville, Maryland 21093

Re: Item #91 (1977-1978)
Property Owner: Joseph A. Andresini, et al.
E/S York Rd. 130' N. of Thornhill Rd.
Existing Zoning: D.R. 16
Proposed Zoning: Special Exception for offices (IDCA 77-27X)
Acres: 0.167 District: 9th

Dear Mrs. Palmer:

Your letter of February 11, 1978 and statement (February 1, 1978), express your understanding and concern for drainage of a proposed parking area on your neighboring Andresini property in connection with Zoning Item #91 (1977-1978) - Special Exception for offices.

As you acknowledge, the Baltimore County Bureau of Engineering Comments for Zoning Item #91 (1977-1978) advised the Petitioner as to sediment control, storm water and drainage.

Be assured that a Site Plan for the Petitioner's proposed improvements (parking lot, drainage, etc) will be required and subject to approval by the Department of Public Works, the Office of Planning and Zoning, the Department of Permits and Licenses and the State Highway Administration.

Very truly yours,

Ellsworth N. Diver, P.E.
Chief, Bureau of Engineering

END:EAM:FWR:ss

cc: S. Eric DiNenna - with attachments
John D. Seyffert
John Berger
John L. Wimbley
Robert A. Morton
John Meyers
File



Maryland Department of Transportation
State Highway Administration

James J. O'Donnell
Secretary
M. S. Caltrider
Administrator

December 17, 1980

Mr. William Hammond
Zoning Commissioner
County Office Bldg.
Towson, Md. 21204

Attention: Mr. N. Commodari

Re: ZAC Meeting, December 9, 1980
ITEM: 110.
Property Owner: Joseph A. Andresini & Gertrude Skopp
Location: E/S York Road
Route 45, 130' N. of Thornhill Road
Existing Zoning: D.R. 16
Proposed Zoning: Special
Hearing to amend Restriction #1 of Case #78-155 XA to allow the proposed expansion of 180 sq. ft. on the second floor.
Acres: 50 x 146.10
District: 8th

Dear Mr. Hammond:

The State Highway Administration finds the plan acceptable.

Very truly yours,

Charles Lee, Chief
Bureau of Engineering
Access Permits

By: George Wittman

CL:GW:maw

My telephone number is (301) 381-4320

P.O. Box 717 / 300 West Preston Street, Baltimore, Maryland 21203

I. NOTICE TO TENANT: Notices to Tenant shall be sent to:

J. RENTAL YEAR: A Rental Year shall be a period of twelve successive full calendar months during the Term commencing with the first full calendar month during the Term.

K. TENANT'S PROPORTIONATE SHARE: ~~As determined by dividing the area of the premises by the net leaseable area of the entire Office Building.~~

L. APPROVED USE: real estate office and for no other purpose.

SECTION 2. Parking Spaces. Tenant shall have the right of exclusive use of two (2) parking spaces, the location of which may from time to time be designated by Landlord. Tenant, its employees and agents shall not park cars in parking spaces assigned for the exclusive use of other Tenants in the Office Building or in parking spaces assigned for visitor parking. Tenant agrees to pay Landlord, as Additional Rent, a charge of Ten Dollars (\$10.00) for each day or portion thereof, for the vehicle of Tenant or any of its employees or agents which is parked in violation hereof. TWO SPACES TO BE SITUATE ON EAST SIDE OF BUILDING.

SECTION 3. Tenant's Option to Renew.

A. Tenant shall have the option to renew or extend the Term of this Lease for renewal or extended term(s) of years each to commence at the expiration of the initial Term. The renewal term shall be at the rental as set forth and computed in Section 6F and upon the same agreements, terms, covenants and conditions as set forth herein for the initial Term, other than the number of renewal or extended terms.

B. Any option for the renewal or extension of the Term provided herein shall be exercised by Tenant, giving notice of its election to renew or extend to Landlord not less than sixty (60) days prior to the expiration of the initial Term; provided, however, that Tenant shall not be entitled to exercise the option for the renewal or extended term unless at the time of exercise thereof this Lease is in full force and effect and no Event of Default exists hereunder.

C. Any option to renew or extend the Term of this Lease as provided herein may not be severed from this Lease or separately sold, assigned, or otherwise transferred, and shall not, whether or not exercised, be construed as affording Tenant a vested right to any renewal or extended term which survives termination of this Lease during the initial Term.

SECTION 4. Use and Quiet Enjoyment.

A. Landlord leases to Tenant and Tenant rents from Landlord the Premises set forth in Section 1 B for the Term set forth in Section 1 C to be used only for an Approved Use as set forth in Section 1 L. Tenant agrees to use the Premises in a manner which does not interfere with the right of quiet enjoyment of any other tenants and which is not a nuisance and to comply with all applicable laws and regulations. Landlord agrees that so long as Tenant is not in default of any covenant or term of this Lease, Tenant shall have the right to peaceful and quiet enjoyment of the Premises during the Term.

B. Prior to the date upon which Tenant occupies the Premises, or on or after the expiration of the initial Term, if Tenant is to occupy Landlord may, by notice to Tenant, change the location, layout and the description of the Premises to another location within the Office Building of similar nature and size and, if Tenant is in possession of the Premises, Landlord at its expense shall remove, relocate and reinstall the Tenant's equipment, furniture and fixtures and redecorate the new premises to be substantially similar in appearance and utility to the Premises. Tenant agrees to execute an amendment to this Lease which redescribes the Premises and the Lease shall continue in full force and effect.

SECTION 5. Subordination, Attornment and Estoppel.

A. Tenant acknowledges that its rights under this Lease are and shall always be subordinate to the operation and effect of any mortgage, deed of trust, ground lease or other similar security instrument and of all covenants and restrictions running with the land now or to be placed upon all or any portion of the Office Building. Upon Landlord's request Tenant will execute and deliver as directed by Landlord an appropriate instrument in the form prescribed by Landlord to effect such subordination, and upon the request of Landlord's mortgagees, ground lessors or trustees under any such mortgage or deed of trust, Tenant will execute an attornment instrument and attorn to such mortgagees, ground lessors or trustees and become its Tenant on the same terms and covenants of this Lease for the unexpired portion of the Term. Tenant also agrees, within ten (10) days of a written request by Landlord, to execute, acknowledge and deliver to Landlord or to any mortgagee, trustee, ground lessor or other similar secured party designated by Landlord a certificate stating: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and identifying the modification agreements), or if this Lease is not in full force and effect the certificate shall so state; (ii) the date to which Rent has been paid; (iii) whether or not there is any existing default by Tenant in the payment of Rent of any other sums due under this Lease, and whether or not there is any other existing default by either party with respect to which a notice of default has been served, and, if there is such a default, specifying its nature and extent; (iv) whether or not there are any set-offs, defenses or counterclaims against enforcement of the obligations to be performed by Tenant under this Lease; and (v) such other matters relating to this Lease as may be reasonably requested by Landlord or any mortgagees, ground lessors, trustees or other secured party.

B. Failure of Tenant to timely respond to a request made pursuant to this Section shall operate as a conclusive presumption that Landlord is not in default of any covenant of this Lease and that it is unmodified except as Landlord otherwise indicates.

SECTION 6. TERM AND TERMINATION.

A. THE TERM SHALL BEGIN ON THE COMMENCEMENT DATE. TENANT AGREES TO VACATE THE PREMISES AT THE END OF THE TERM AND THAT LANDLORD SHALL BE ENTITLED TO THE BENEFIT OF ALL SUMMARY PROCEEDINGS TO RECOVER POSSESSION OF THE PREMISES AT THE END OF THE TERM IF THE NOTICE REQUIRED UNDER SECTION 6 C HAD BEEN GIVEN.

B. FOR THE PERIOD OF SIX (6) MONTHS PRIOR TO THE END OF THE TERM LANDLORD MAY DISPLAY ON THE PREMISES A "FOR RENT" SIGN AND SHOW THE PREMISES TO PROSPECTIVE TENANTS DURING NORMAL BUSINESS HOURS.

C. ~~NOTICE UNDER WRITING MAY BE GIVEN BY EITHER PARTY TO TERMINATE THIS LEASE OR ANY RENEWAL THEREOF, UNLESS TENANT'S OPTION TO RENEW HAS BEEN PROBABLY EXERCISED, BY GIVING THE OTHER WRITTEN NOTICE THEREOF AT LEAST SIXTY (60) DAYS PRIOR THEREOF, BUT IN DEFAULT OF SUCH NOTICE, THIS LEASE SHALL CONTINUE UPON THE SAME TERMS AND CONDITIONS AS ARE HEREIN CONTAINED FOR A FURTHER TERM OF ONE (1) YEAR, AND SO ON FROM YEAR TO YEAR UNTIL TERMINATED BY EITHER PARTY AS HEREINAFTER PROVIDED, AND IT IS FURTHER AGREED THAT SUCH NOTICE SHALL, AT THE OPTION OF THE LANDLORD, BE VOID AND OF NO EFFECT, UNLESS THE SAID NOTICE IS GIVEN AT THE EXPIRATION OF THE TERM OR AT THE EXPIRATION OF THE LEASE TERM.~~

D. IN THE EVENT TENANT OCCUPIES THE LEASED PREMISES AFTER THE END OF THE INITIAL LEASE TERM, UNDER THE TERMS OF THIS LEASE, OR BY EXERCISE OF ANY OPTION TO EXTEND, OR OTHERWISE, THE RENT WHICH THE TENANT SHALL PAY DURING SUCH TERM SHALL BE THE SAME AS PROVIDED IN SECTION 1 D FOR THE FIRST YEAR OF THE TERM OF THIS LEASE PLUS ANY INCREASE AS DETERMINED BY USE OF THE FORMULA SET FORTH IN SECTION 6 F BELOW.

E. IF TENANT REMAINS IN POSSESSION OF THE PREMISES AFTER THE EXPIRATION OF THE TERM AND EITHER PARTY HAS GIVEN NOTICE OF TERMINATION AS SET FORTH IN SECTION 6 C ABOVE, THIS LEASE SHALL NOT RENEW BY OPERATION OF LAW, AND LANDLORD MAY CONSIDER TENANT AS A

"TENANT-AT-WILL" LIABLE FOR THE PAYMENT OF RENT AT THE MARKET RATE AS DETERMINED BY LANDLORD OR MAY CONSIDER TENANT AS A "TENANT HOLDING OVER" LIABLE FOR DOUBLE THE MARKET RATE OF RENT. IN EITHER EVENT ALL OTHER COVENANTS OF THIS LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

~~SECTION 6. RENTAL INCREASES AND RENTAL ADJUSTMENTS~~

~~AS PROVIDED AS HEREIN, AFTER THE END OF THE INITIAL TERM, AN ANNUAL COMPUTATION IS REQUIRED) OR AT THE END OF THE INITIAL TERM, AS THE CASE MAY BE, THE LANDLORD SHALL COMPUTE THE INCREASE, IF ANY, IN THE COST OF LIVING FOR THE PRECEDING YEAR OR TERM OF THE LEASE, AS THE CASE MAY BE, BASED UPON "THE CONSUMER PRICE INDEX FOR U.S. MANUFACTURING AND MINING (1967 = 100)" (HEREINAFTER CALLED THE "INDEX"), PUBLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR.~~

~~THE INDEX NUMBER INDICATED IN THE COLUMN FOR THE CITY OF BALTIMORE, OR IF THERE IS NO INDEX NUMBER PUBLISHED FOR BALTIMORE, THEN THE INDEX NUMBER INDICATED IN THE COLUMN FOR THE UNITED STATES ENTITLED "ALL ITEMS" FOR THE MONTH IMMEDIATELY PRECEDING THE MONTH IN WHICH THE INITIAL TERM OF THIS LEASE BEGINS SHALL BE THE "BASE INDEX NUMBER", AND THE INCREASING INDEX NUMBER FOR THE SAME MONTH OF THE YEAR FOR WHICH THE COMPUTATION IS BEING MADE SHALL BE THE "CURRENT INDEX NUMBER".~~

~~THE CURRENT INDEX NUMBER SHALL BE DIVIDED BY THE BASE INDEX NUMBER. FROM THE QUOTIENT THEREOF, THERE SHALL BE SUBTRACTED THE INTEGER 1, AND ANY RESULTING POSITIVE NUMBER SHALL BE DEEMED TO BE THE PERCENTAGE OF INCREASE IN THE COST OF LIVING.~~

~~THE PERCENTAGE OF INCREASE MULTIPLIED BY THE RENT FOR THE FIRST YEAR OF THE INITIAL TERM SHALL BE THE INCREASE IN RENT REQUIRED BY THIS SECTION.~~

~~THE LANDLORD SHALL, WITHIN A REASONABLE TIME AFTER OBTAINING THE APPROPRIATE DATA NECESSARY FOR COMPUTING SUCH INCREASE, GIVE THE TENANT NOTICE OF ANY INCREASE SO DETERMINED, AND THE LANDLORD'S COMPUTATION THEREOF SHALL BE CONCLUSIVE AND BINDING BUT SHALL NOT PRECLUDE AN ADJUSTMENT WHICH MAY BE REQUIRED IN THE EVENT OF A PUBLISHED AMENDMENT OF THE INDEX FIGURES UPON WHICH THE COMPUTATION WAS BASED UNLESS THE TENANT SHALL, WITHIN THIRTY (30) DAYS AFTER THE GIVING OF SUCH NOTICE, NOTIFY THE LANDLORD OF ANY CLAIMED ERROR THEREIN.~~

~~THE RENT, AS SO DETERMINED SHALL BE DUE AND PAYABLE TO THE LANDLORD IN EQUAL MONTHLY INSTALLMENTS COMMENCING WITH THE FIRST MONTH OF THE YEAR FOR WHICH THE COMPUTATION WAS MADE (ANY RETROACTIVE PAYMENTS THEN DUE BEING PAYABLE WITHIN FIVE (5) DAYS AFTER THE GIVING OF SUCH NOTICE) AND IN THE EVENT OF ANY SUBSEQUENT REDETERMINATION OF SUCH AMOUNT THE ADJUSTMENT THEN INDICATED SHALL BE MADE PROMPTLY BETWEEN THE LANDLORD AND THE TENANT.~~

~~IF PUBLICATION OF THE CONSUMERS PRICE INDEX SHALL BE DISCONTINUED, THE PARTIES HERETO SHALL HEREAFTER ACCEPT COMPARABLE STATISTICS ON THE COST OF LIVING FOR THE CITY OF BALTIMORE, AS THEY SHALL BE COMPUTED AND PUBLISHED BY AN AGENCY OF THE UNITED STATES OR BY A RESPONSIBLE FINANCIAL PERIODICAL OF RECOGNIZED AUTHORITY THEN TO BE SELECTED BY THE PARTIES HERETO OR, IF THE PARTIES CANNOT AGREE UPON A SELECTION, BY ARBITRATION. IN THE EVENT OF (1) USE OF COMPARABLE STATISTICS IN PLACE OF THE CONSUMERS PRICE INDEX AS ABOVE MENTIONED, OR (2) PUBLICATION OF THE INDEX FIGURE AT SHORTER THAN MONTHLY INTERVALS, THERE SHALL BE MADE IN THE METHOD OF COMPUTATION HEREIN PROVIDED FOR SUCH REVISIONS AS THE CIRCUMSTANCES MAY REQUIRE TO CARRY OUT THE INTENT OF THIS ARTICLE, AND ANY DISPUTE BETWEEN THE PARTIES AS TO THE MAKING OF SUCH ADJUSTMENT SHALL BE DETERMINED BY ARBITRATION.~~

~~THE PROVISIONS OF THIS SECTION 6, INCLUDING EXTENSION OF LEASE TERM AND RENEWAL, SHALL BE DEEMED SEPARATELY ACCEPTED AND SHALL NOT~~

Tenant

SECTION 7. Rent; Late Charge.

A. Tenant covenants to pay to Landlord or its agent, without notice, demand, abatement, deduction or set-off during the Term, Rent for the Premises. The Rent shall be payable at the place designated for Notices on the first day of each month in amounts which shall be one-twelfth of the annual Rent plus all then due amounts of Additional Rent. If the Term commences on a day other than the first day of the month, the first payment shall be prorated on a thirty day per calendar month basis for the period from the Commencement Date to the first day of the first full month during the Term.

B. In the event any installment of Rent or Additional Rent shall be past due for more than seven (7) days, Tenant shall pay to Landlord as Additional Rent a sum equal to six percent (6%) of such unpaid amounts compounded monthly to cover Landlord's cost for the collection and the loss of income.

C. Landlord shall have the right to demand, at any time, that all payments of Rent or Additional Rent thereafter be made either in cash or by certified check. Landlord, in its sole discretion, shall have the right to apply all sums paid by Tenant whether so paid as Rent or Additional Rent, to any balance owed by Tenant to Landlord.

~~SECTION 8. Operating Expenses. During each year of the term of this lease, the Tenant shall pay to Landlord as Additional Rent, its Proportionate Share of all "Operating Expenses" (as hereinafter defined) for such year. The payment of Additional Rent hereunder shall be known as the "Expense Payment".~~

~~Operating Expenses shall include the following reasonable costs incurred in the normal operation, maintenance and repair of the Office Building whether paid to employees of Landlord or independent contractors engaged by Landlord:~~

- (1) Wages and salaries, taxes imposed in respect to wages and salaries (including social security, unemployment insurance and disability insurance), fringe benefits (including vacation, holiday and other proper allowances, hospitalization, medical, surgical, welfare, retirement, pension and profit sharing plans under collective bargaining agreements), and workmen's compensation insurance with respect to such wages and salaries of all persons directly employed by Landlord or independent contractors engaged by Landlord for the rendering of services in the normal operation, maintenance and repair of the Office Building, including its parking lots, sidewalks and curbs adjoining the same.
- (2) Full contract costs of the following whether paid directly by Landlord or by independent contractors engaged by Landlord:

- (a) cleaning, including window washing, rubbish removal;
 - (b) air conditioning maintenance and replacement, including water treatment, filter replacement inspection and maintenance of turbine equipment, and pumps and piping;
 - (c) supply and cleaning of uniforms and work clothes;
 - (d) other expenses;
 - (e) fees incurred for the management of the Office Building and costs of keeping accounting records and preparing audits as required hereunder.
- (3) Water charges and sewer charges for water used in the operation of the Office Building.
- (4) Actual cost of all insurance, including but not limited to, fire and theft coverage, loss of rents, business interruption, and liability coverage.

~~(including piping, plumbing, electrical, sprinkler, boiler, water, damage, legal liability, public liability and property damage, accidental breakdown or malfunction of machinery and air conditioning systems and electrical appliances).~~

~~(5) Items of repair and general maintenance which are not mentioned in Paragraph (7) below.~~

~~(6) All taxes and governmental charges, whether foreseen or unforeseen, and whether levied by federal, state, county or municipal jurisdictions, and which are levied on or against the real estate of which the Premises are a part, and any other taxes and assessments attributable to such Office Building or its operation including taxes imposed upon or measured by the rents received from the Building, but excluding Federal, state or local income taxes currently in effect.~~

~~(7) The term "Operating Expenses" shall not in any event be deemed to include the cost of painting, repairing, decorating or redecorating for any such occupant of the Office Building, including for any such occupant special cleaning services.~~

~~At the beginning of each Rental Year, Landlord shall deliver to Tenant a good-faith estimate of the Expense Payment which will be due during that year (the "Estimated Expense Payment"). Tenant agrees to pay one-twelfth (1/12) of such amount to Landlord as Additional Rent which shall be due at the same time and in the same manner as the Rent. As soon as practicable after June 30th of each year (or at such other time as Landlord may from time to time designate) Landlord shall cause to have its books audited for said year, and shall deliver to Tenant a statement of the actual Expense Payment due from the Tenant. If the amount of the Estimated Expense Payment exceeds the amount of the actual Expense Payment, Tenant shall be given a credit for such amount against the Rent next becoming due under the terms of this Lease. If the amount of Estimated Expense Payment is less than the amount of the actual Expense Payment, Tenant agrees to pay the same to Landlord within ten (10) days after receipt of such statement. Tenant agrees to accept as final and determinative the amounts and computations shown on said statement.~~

SECTION 9. Utilities.

~~A. The Tenant shall be responsible for the cost of all utilities provided to the Premises including, but not limited to electric service and heating and air conditioning. Those utilities for which separate meters are provided shall be billed directly to the Tenant; those utilities for which separate utilities are not provided shall be billed by Landlord to Tenant, as Additional Rent, which bill shall be due and payable along with the Rent payment next coming due. For purposes of this section, Tenant's proportionate share of such utilities shall be computed as follows: the area of the Premises as provided in Section 13 shall be divided by the net rentable area serviced by the utilities. This fraction shall be multiplied by the bill pertaining to such area. Any special equipment, such as, but not limited to, large duplicating, printing, computer or data processing equipment, etc., installed by Tenant, thereby causing an abnormal use of electricity, heat or air conditioning shall require the written permission of the Landlord with specific arrangements for Landlord's compensation for the additional operating services required to support such equipment.~~

~~B. Unless the Premises are separately metered, Landlord will, at the beginning of each Rental Year, deliver to Tenant a good-faith estimate of the Utility Cost which will be due during that year (the "Estimated Utility Cost"). Tenant agrees to pay one-twelfth (1/12) of such amount to Landlord as Additional Rent which shall be due at the same time and in the same manner as the Rent. As soon as practicable after June 30 of each year (or at such other time as Landlord may from time to time designate) Landlord shall deliver to Tenant a statement of the actual Utility Cost due from Tenant for the relevant period. If the amount of the Estimated Utility Cost exceeds the amount of the actual Utility Cost, Tenant shall be given a credit for such amount against the Rent next becoming due under the terms of this Lease. If the amount of the Estimated Utility Cost is less than the amount of the actual Utility Cost, Tenant agrees to pay same to Landlord within ten (10) days after receipt of such statement. Tenant agrees to accept as final and determinative the amounts and computations shown on said statement.~~

SECTION 10: Care of Common Areas; Services. Landlord will cause the common areas of the Office Building to be cleaned and generally cared for by the janitor of the Building. The Landlord shall also provide Tenant, at Tenant's expense, with air conditioning or heating throughout the year as either are deemed necessary by Landlord and electricity in an amount reasonable for lighting the Premises.

SECTION 11: Alterations and Improvements.

A. In the event Landlord agreed to improve the Premises and if for any reason they are not ready for occupancy, as hereinafter defined, by the Commencement Date, Landlord shall not be liable or responsible to the Tenant for any claims, damages or liabilities and unless the delay is attributable to the Tenant, the Commencement Date shall be extended to the date that the Landlord's work has been completed. The Premises will be deemed to be ready for occupancy at such time as a temporary or permanent use and occupancy permit shall be issued by the appropriate county or when Landlord certifies that the improvements have been substantially completed if no such permit is required.

B. Tenant will not make any alterations or improvements to the Premises, the Office Building or the Office Building Area without first obtaining Landlord's written approval of such alterations or improvements. Tenant agrees that, in the absence of a written agreement to the contrary, any improvements made by it shall immediately become the property of Landlord and shall not be removed. Tenant will install additional electric wiring required for Tenant's use only with Landlord's approval. Tenant will not cut or drill into or secure any fixtures, apparatus or equipment of any kind to any part of the Office Building without first obtaining Landlord's written consent. Tenant shall upon the removal of any improvements restore the Premises to their condition at the time of the execution of this Lease.

C. Tenant shall within ten (10) days after notice from Landlord discharge or bond to Landlord's satisfaction any mechanic's lien for materials or labor claimed to have been furnished to the Tenant's behalf.

SECTION 12. Security Deposit. Tenant shall pay upon the execution of this Lease the amount set forth in Section 1 E as a Security Deposit, to be held or used by Landlord without interest, (or, if provided by applicable state or local law, at the minimum rate of interest so provided) for the benefit of Landlord as security for the faithful performance by Tenant of all the terms and covenants of this Lease. If Tenant fails to occupy the Premises this sum and any advance rent will be forfeited without extinguishing or limiting Landlord's right to further damages. If any amount owed by Tenant to Landlord as Rent, Additional Rent, or otherwise shall be ten (10) days past due, Landlord may apply the Security Deposit toward such obligation and Tenant agrees to reestablish the full amount of Security Deposit by paying such additional amount as Additional Rent along with the next installment of Rent. The Security Deposit shall be returned to Tenant, less all costs incurred by Landlord in correcting or satisfying any default of this Lease and/or in returning the Premises to the same condition as when delivered to Tenant, excluding reasonable wear and tear, within a reasonable time after the Termination Date. No right or remedy available to Landlord as provided in this Section shall preclude or extinguish any other right or remedy to which Landlord might otherwise be entitled by this Lease or by law.

SECTION 13. Right of Occupancy. There has been attached hereto by the parties as Schedule A a plan or description of the Premises. The Tenant shall have no right of occupancy or use of any other or additional space for itself, or in common with others, in the Office Building, the parking area or other building or land area owned by the Landlord at this location except as specifically provided in Section 2 hereof.

SECTION 14. Condition of Premises. Tenant accepts the Premises "as is" unless there has been signed by the parties and attached hereto as Schedule B a summary of the condition and furnishings of the premises leased by the Tenant. It is understood that the Landlord has no duty to alter the condition of the premises or supply furnishings otherwise than as described in Schedule B, if any, and the premises shall be deemed ready for occupancy at such time as the conditions and furnishings specified exist.

SECTION 15. Common Areas. In addition to the leased Premises, the Tenant shall have the right of nonexclusive use, in common with others, of driveway and footways, rest rooms, elevators, loading facilities, passages, halls and staircases and such other facilities as may be necessary to the reasonable occupancy by the Tenant of the leased premises subject to the Rules and Regulations specified in this Lease or as they may be amended from time to time by the Landlord.

SECTION 16. Assignment, Subletting. The premises, or any part thereof, shall not be assigned, let or sublet, nor used or permitted to be used for any purpose other than above mentioned, without the written consent of the Landlord, or its duly authorized Agent, first endorsed hereon, and if so assigned, let or sublet, used or permitted to be used, without such written consent, the Landlord may re-enter and re-let the premises, this lease, by such unauthorized act, becoming void if the Landlord shall so determine and elect. The Landlord may also apply for and obtain an injunction to prevent the use of the demised Premises for any purposes other than those herein specified, and the Landlord shall not be precluded from any legal remedy which it would otherwise have by reason of the specification herein of any particular remedy for any specified breach of the covenants or conditions of this Lease, and in case of the assignment of this Lease or for any part of the same, or any subletting, the Landlord shall have a lien upon and shall be hereby empowered to collect any rent accruing from a sub-tenant or assignee, and apply the net amount collected to the rents herein reserved. Any lawful levy or sale on execution or other legal process, and also any assignment or sale in bankruptcy, or insolvency, or under any compulsory procedure, shall be deemed an assignment within the meaning of this Lease. If a change in the legal or beneficial ownership of the stock or partnership interest of Tenant, as the case may be, results in a change in control of Tenant, Landlord shall have the option to terminate this lease without liability. Tenant shall give Landlord notice within (ten) 10 days of any change in the ownership or beneficial interest of the voting corporate stock or partnership interests of Tenant which would permit Landlord to terminate this Lease.

SECTION 17. Inspection. Tenant represents that the Premises, the title thereto, the sidewalks and structures adjoining the same, and any subsurface condition thereof, and the present uses thereof have been examined by Tenant, and Tenant agrees that it will accept the same in the condition or state in which they or any of them are, without representation or warranty, express or implied, in fact or in law, by Landlord, and without recourse to Landlord as to the title thereto, the nature, condition or usability thereof, or the use or uses to which the Premises may be put.

SECTION 18. Care of the Premises. The Tenant shall take good care of the Premises and fixtures, make good and be financially responsible for any injury or breakage done by the Tenant or the agents, employees, or visitors, of the Tenant and any damage caused by the overflow or escape of water, electricity or gas caused by the Tenant, or its agents, employees, or visitors of the Tenant. The Tenant shall quit and surrender the Premises at the end of the Term in as good condition as the reasonable use thereof will permit, and shall not make any alterations, additions, or improvements in the Premises without the written consent of the Landlord, and all alterations, additions and improvements which may be made by either of the parties hereto upon the Premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the Premises, as a part thereof, at the termination of this Lease, without disturbance, molestation or injury, but injury caused by moving said movable furniture in and out shall be repaired by the Tenant.

SECTION 19. Fire & Casualty. The Tenant shall in case of fire give immediate notice thereof to the Landlord, and in case the Premises of the Building of which the same is part, shall be partially damaged by fire or other element, the same shall be repaired with due diligence at the expense of the Landlord; in case the damage be so extensive as to render the Premises wholly untenable, the Rent shall cease until such times as the Premises and the means of access to it shall be repaired. In case of the total destruction of the said Building containing the Premises by fire or otherwise, the Rent shall be paid up until the time of such destruction, and then and from thenceforth this Lease shall cease and come to an end, provided, however, that such damage or destruction be not caused by the carelessness, negligence or improper conduct of the Tenant. Nothing contained herein shall require the Landlord to reconstruct or repair the Building or the Premises in the event of fire or other casualty which renders the Premises untenable. The Landlord shall not be liable in any respect for damages to property of the Tenant or for other injuries and damages arising by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Building, however the necessity may occur.

SECTION 20. Condemnation. In the event of condemnation of the whole or substantially the whole of the Premises or the Building by any public body by the exercise of the right of condemnation or eminent domain, or agreement in lieu thereof, this Lease shall expire and terminate as of the date of the taking and all Rent and other charges payable by Tenant shall be apportioned as of the date of taking. In the event of any such taking, Landlord and Tenant shall together make one claim for an award for their combined interests in the Premises and improvements, and the net award received (after deduction of reasonable attorney's fees and expenses of collection) shall be paid as follows:

- If and to the extent that the holders of any mortgage lien have first claim to all or a portion of the award, then the holders of mortgage liens shall receive the unpaid principal balance of and interest on, the mortgages;
- Landlord shall receive an amount equal to the fair market value of the Premises as of the day immediately preceding the day on which title to the Premises vests in the condemning authority. The fair market value shall be determined by capitalizing the highest annual rent and other charges paid during any of the three years prior to the date of such taking;
- Tenant shall receive the entire balance, if any, of the award, provided however, that in the event that such taking shall occur during the six month period immediately prior to the end of the initial Term of this Lease, and Tenant shall not have exercised its option to renew or extend, then Landlord shall receive such entire balance of the award.

SECTION 21. Insurance. Tenant, at its sole cost and expense, shall, throughout the entire Term of this Lease, procure and maintain comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the demised premises to the limit of \$1,000,000 in respect of bodily injury or death in respect of any one occurrence, and to the limit of \$50,000 for property damage. The policy of insurance shall name Landlord and Tenant as the insureds, as their respective interest may appear and shall be delivered to Landlord. Tenant shall not take out additional insurance or separate insurance concurrent in form or contributing in the event of loss with the insurance required herein, unless Landlord is included therein as an insured. Tenant shall notify Landlord of the taking out of any such additional insurance and shall cause the policies thereof to be delivered to Landlord.

SECTION 22. Landlord Default; Tenant Remedies.

A. Landlord shall not be deemed to be in default under this Lease unless (i) Tenant has given Landlord written notice specifying the default claimed, and (ii) Landlord has failed for thirty (30) days to cure such default, if curable, or to institute and diligently

pursue reasonable corrective or ameliorative efforts towards a non-curable default. Tenant shall have a right of termination for Landlord's default only after notice to and consent by the holder of the first mortgage lien on the premises.

B. Landlord and Tenant hereby waive trial by jury in any action or proceeding or counterclaim brought by either party hereto against the other party on any, and every matter, directly or indirectly arising out of or with respect to the Lease, including, without limitation, the relationship of Landlord and Tenant, the use and occupancy by Tenant of the Premises, any statutory remedy and/or any claim of injury or damage regarding the Lease and/or the relationship of Landlord and Tenant, and any emergency.

C. Tenant's sole remedy for any breach of this Lease by Landlord shall be in an action for damages at law in a court of competent jurisdiction in the county in which the Building is located.

SECTION 23. Events of Default. In the event of the happening of one of the following events (herein sometimes called "Events of Default"):

A. If default shall be made by Tenant in the due and punctual payment to Landlord of any installment of Rent, Additional Rent, or other payments payable under this Agreement within ten (10) days after the payment is due; or

B. If default shall be made by Tenant in the performance of or compliance with any of the covenants, conditions, terms or provisions contained in this Agreement and such default shall continue for a period of fourteen (14) days after notice thereof from Landlord to Tenant, or in the event of a default or a contingency which is susceptible of being cured by which cannot with due diligence be cured within such period of fourteen (14) days, Tenant fails to proceed with all due diligence within such fourteen (14) day period to cure the same and thereafter to prosecute the curing of such default with all due diligence; or

C. If Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, liquidation, dissolution or similar relief under any present or future Federal Bankruptcy Act, or any other present or future federal or state law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant, or shall make an assignment for the benefit of creditors, or shall admit in writing its or his inability to pay its or his debts generally as the same become due;

Then, and in such event, Landlord at any time thereafter (but prior to the curing of all such Events of Default) may give notice to Tenant specifying such Event of Default and stating that this Lease and the terms hereof shall terminate on the date specified in such notice, which shall be at least five (5) days after the giving of such notice, and on the date specified in such notice this Lease and the Term hereof shall expire and terminate, all rights of the Tenant hereunder shall expire and terminate, and Tenant shall remain liable as provided herein.

SECTION 24. Landlord's Remedies. Upon any expiration or termination of this Lease pursuant to the terms hereof, or any termination resulting from summary proceedings, re-entry or otherwise, Tenant shall quit and peaceably surrender the Premises to Landlord. Landlord, in addition to all other remedies reserved to it herein or available at law or in equity, upon or at any time after such expiration or termination may, without further notice, enter upon and re-enter the Demised Premises and repossess itself thereof by force, summary proceedings, ejectment or otherwise, and may have, hold and enjoy the Premises and the right to receive all rental income of and from the same. Landlord may re-let the Premises or any part thereof, in the name of the Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of the Lease) and on such conditions (which may include concessions or free rent) as Landlord, in its uncontrolled discretion, may determine. Landlord shall not be responsible or liable for any failure to re-let the Premises or any failure to collect any rent due upon such re-letting.

SECTION 25. Survival of Obligations. No expiration or termination of this Lease shall relieve Tenant of its liability and obligations under this Lease, and such liability shall survive any such expiration or termination. In the event of any such expiration or termination, whether or not the Premises is re-let, Tenant shall pay to Landlord the Rent and other charges to be paid by Tenant up to the time of such expiration or termination of this Lease and thereafter Tenant, until the end of what would have been the Term of this Lease in the absence of such expiration or termination shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of rent and other sums and charges which would be payable by Tenant if this Lease were still in effect, less the net proceeds, if any, of re-letting, after deducting all of Landlord's expenses in connection with such re-letting. At Landlord's option, Tenant shall either pay such current damages (herein called "Deficiency") to Landlord monthly on the same day on which rent would have been payable if this Lease were still in effect, and Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise or Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default, an amount equal to the then present value of the excess of the rent and other charges reserved under this lease from the date of such expiration or termination for what would be the then unexpired portion of the term of this Lease if the same had remained in effect, over the then fair rental value of the Premises for the same period, said present value to be computed on the basis of a discount of 4% per annum and on a net lease basis. Each right and remedy of Landlord shall be cumulative and in addition to every other right and remedy available at law or in equity. Tenant hereby expressly waives the service of any notice to quit provided in any statute, or of the institution of legal proceedings to that end. The terms "enter", "re-enter", "entry" or "re-entry" as used in this Lease are not restricted to their technical legal meaning.

SECTION 26. Interruption of Services. It is further agreed that in the event of strikes, any action of the Federal or State governments, the Acts of Providence, or power to produce heat, light, elevator or other service cannot be secured, the Landlord will not be held responsible for the discontinuance of such service, nor will the Rent cease during such periods of interruption; provided, however, if due to no fault of Tenant, an interruption of utility service continues for more than sixty (60) consecutive days, Tenant shall have the option to terminate this Lease by giving written notice to Landlord and payment of Rent up to the date of such notice.

SECTION 27. Limitation of Liability.

A. The Landlord shall not be responsible for any damage to the Premises, or any person or property therein, by reason of leaks of water, snow, gas or electricity, or by fire or water used in extinguishing same, but will cause the defects to be remedied with due diligence after receiving written notice thereof; and shall at all times have the right and be authorized to give license to enter upon and occupy the Premises for the purpose of protecting or preserving the same, or any part thereof; or the Office Building, or any part thereof; or for making repairs or necessary alterations in or to the Premises or the Office Building.

B. The Landlord shall not be responsible for any loss whatsoever of property from the Premises or damage done to property or tenant, however occurring.

SECTION 28. Rules and Regulations. The Tenant covenants that the following rules and regulations shall be faithfully observed and performed by it and its agents, employees and visitors.

A. The sidewalk, entry, elevators, passages, halls or staircases shall not be obstructed or used for any other purposes than for passage to and from the Premises.

B. The sashes, sashdoors, windows, or any of the glass panels that reflect or admit light into any part of the Building shall not be covered or obstructed. If Tenant desires any shades to be provided at Tenant's expense, they must be of such uniform shape, color, materials and make as may be prescribed by the Landlord.

C. The rest rooms and facilities thereof shall not be used for any purpose other than that for which they are intended, and the expense of any breakage, stoppage, or damage resulting from a violation of this rule shall be borne by the Tenant whose agents, employees or visitors shall have caused it.

D. No Tenant, or its agents, employees or visitors shall mark, paint, drill or drive into or in any way deface the walls, ceilings, partitions, floors, wood, stone, iron work or other part of the Building.

E. No sign, advertisement or notice shall, without the prior written consent of the Landlord first obtained, be inscribed, painted or affixed on any part of the outside or inside of the building, except on the sashdoors of rooms; and all signs, advertisements or notices shall be of size, color and style such as the Landlord shall determine. Directories shall be lettered by the Landlord at its expense.

F. No Tenant shall do, or permit anything to be done, in said Premises, or bring or keep anything therein which will in any way increase the rate of fire insurance on the Building, or on the property kept therein, or obstruct or interfere with the rights of the other tenants, or in any way injure or annoy them, or conflict with the regulations of the Fire Department, or the fire laws, or with any insurance policy upon the Building or part thereof, or with any rules and ordinances established by the Board of Health.

G. If the Tenant desires telegraphic or telephone connections, the Landlord will direct the electricians as to where and how the wires are to be introduced, and without such direction no boring or cutting for wires will be permitted, all expenses attributable to the installation or use of telephones or telephone equipment to be paid by Tenant.

H. The Landlord shall in all cases retain the right to prescribe the weight and proper position of iron safes or other heavy objects in the Building, and the bringing in of said safes, all furniture, fixtures, or supplies, the taking out of said articles, and the moving about of said articles within the Building, shall only be at such times and in such manner as the Manager of the Building shall designate; and all damage caused by any of the before mentioned operations, or by any of the said articles during the time they are in the Building, shall be made good and be paid by the Tenant who shall own them.

I. Tenant shall be solely responsible for keeping the Premises clean and in good order and shall return the Premises to the Landlord upon termination of this Agreement in the same good order and repair as it was at the beginning of the Lease, normal wear and tear excepted.

J. The Landlord or his agents shall have the right to enter the Premises at all times to examine the same, to make such reasonable alterations and repairs as may be deemed necessary.

K. Nothing shall be thrown by the Tenant, its agents, employees, or visitors, out of the windows or doors, or down the passages of the Building, and Tenants shall not make or permit its agents, employees, or visitors to make or commit any indecent or improper acts or any improper noises in the building or interfere in any way with other Tenants, or those having business with them. Nor shall any animals or birds be brought or kept in or about the Building.

L. No additional lock or locks shall be installed by the Tenant on any door or doors installed by the Landlord without prior written consent of the Landlord. Two keys will be furnished to the Tenant and any additional keys required shall be secured and paid for by the Tenant. Tenant, its agents and employees, shall not change any locks. All keys to doors and washrooms shall be returned to Landlord at the termination of the tenancy, and, in the event of loss of any keys furnished, Tenant shall pay Landlord the cost thereof.

M. Picketing: If, at any time after the execution of this Lease, the Demised Premises shall be picketed by any person or organization alleging a grievance against, of a dispute with, Tenant, then Landlord may, at its option, require Tenant forthwith to close its business in the Building pending the resolution of any such grievance or dispute; but Tenant shall use its best efforts in good faith to cause the cessation of all such picketing. Tenant shall not, without Landlord's prior written consent, reopen the Premises for business until Tenant furnishes to Landlord satisfactory proof that there will be no further picketing of the Premises should Tenant reopen for business in the Building. The closing of Tenant's business in the Building pursuant to this Section shall not be deemed a constructive eviction of Tenant.

N. Tenant, before closing and leaving the Premises at the end of business hours each day, shall ensure that all windows are closed and all entrance doors locked, and shall turn off all lights and all standard electrical office equipment.

O. Landlord shall have the right to prohibit any advertising by Tenant which in Landlord's opinion tends to impair the reputation of the Office Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

P. Landlord hereby reserves to itself any and all rights not granted to Tenant hereunder, including, but not limited to, the following rights which are reserved to Landlord for its purposes in operating the Office Building:

- the exclusive right to use the name of the Office Building for all purposes, except that Tenant may use the name as its business address and for no other purposes;
- the right to change the name or address of the Office Building, without incurring any liability to Tenant for so doing;
- the right to install and maintain a sign or signs on the exterior of the Office Building;
- the exclusive right to use or dispose of the use of the roof of the Office Building;
- the right to limit the space on the directory or the Office Building to be allotted to Tenant; and
- the right to grant anyone the right to conduct any particular business or undertaking in the Office Building.

Q. Moving in and out of the Office Building must be coordinated with the Office Building manager at least twenty-four (24) hours in advance of the move-in or move-out date. In the discretion of the Office Building manager, moving may be required to be done under the supervision of management personnel. No furniture will be moved in the elevator without the permission of the Office Building manager until necessary pads have been installed. Tenant shall use the elevator for moving only during those hours approved by the Office Building manager.

R. Landlord shall have the right to close and securely lock the Office Building during generally accepted holidays and during such other times as Landlord may deem advisable for the security of the Office Building and its tenants.

S. The Landlord reserves the right to make such other and further reasonable rules and regulations as in the judgment of the Landlord may from time to time be necessary for the safety, care and cleanliness of the premises, and for the preservation of good order therein.

T. Tenant will replace promptly at its own expense with glass of like kind and quality, any plate glass of the Premises, including exterior windows, which may become broken or cracked, unless by fire or act of Landlord, its agents or employees.

SECTION 29. Performance by Tenant. Tenant covenants that it will perform all agreements expressed on its part to be performed, and that it will promptly, upon receipt of written notice specifying action desired by Landlord in connection with any such covenant, except the covenant to pay Rent, commence to comply with such notice. If Tenant shall not commence and proceed diligently to comply with such notice to the satisfaction of Landlord, then Landlord may, at its option, enter upon the Premises and do the things specified in the notice, and Landlord shall have no liability to Tenant for any loss of damage resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand, as Additional Rent, any expense incurred by Landlord in taking such action.

SECTION 30. Miscellaneous Terms.

A. All of the provisions of this Lease shall be deemed and construed to be "conditions" and "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate provision hereof.

B. No failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy available consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any breach, shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No covenant, agreement, term or condition and no breach thereof, shall be waived, modified or altered except in writing.

C. If any term, provision or condition of this Lease be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

D. All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the heirs, executors, administrators, personal representatives, successors and, so far as the same is assignable by the terms hereof, to the assigns of such party. This Lease may be assigned by Landlord in whole or in part. It is understood that Landlord is a Maryland Partnership. All obligations of the Landlord hereunder are limited to the net assets of Landlord from time to time. No General or Limited Partner of Landlord, or of any successor partnership, whether now or hereafter a partner, shall have any personal responsibility for the obligations of Landlord hereunder.

E. Tenant will defend and indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of Landlord's property, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors or employees. Landlord will likewise indemnify Tenant to the extent such loss is insured and paid by insurance carried by Landlord.

F. This Lease contains the entire agreement between the parties hereto, and any executory agreement hereafter made shall be ineffective to change, modify, or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. This Lease cannot be changed or terminated orally.

G. Any notice required by the terms of this lease to be sent to Landlord shall be sent to the same address as that provided in Section 1 H for payment of rent. Any notice required by the terms of this lease shall be given by certified mail, return receipt requested and shall be deemed to have been given on the date shown on such receipt as the date of mailing.

H. If Tenant is a Maryland corporation, the undersigned officer of Tenant hereby warrants and certifies to Landlord that Tenant is a corporation in good standing and duly organized under the laws of the State of Maryland or is authorized to do business in the State of Maryland. The undersigned officer of Tenant hereby further warrants and certifies to Landlord that he, as such officer,

is authorized and empowered to bind the corporation to the terms of this lease by his signature thereto. If Tenant is a corporation chartered in another State, the undersigned officer of Tenant hereby warrants and certifies to Landlord that Tenant is a corporation in good standing and duly organized under the laws of such state.

I. Landlord requires the Office Building to be operated in such a manner so that all tenants, and their customers, employees, licensees and invitees shall have an equal opportunity to obtain all the goods, services, accommodations, advantages, facilities and privileges of the Office Building without discrimination because of race, creed, color, sex, age, national origin or ancestry. Tenant agrees not to discriminate in the conduct and operation of its business in the Premises against any person or group of persons because of the race, creed, color, sex, age, national origin or ancestry of such person or group of persons.

J. The submission of this Lease to Tenant for execution does not constitute a reservation of or option for the Premises, and this Lease becomes effective only upon execution and delivery to Tenant by Landlord.

SECTION 31. Additional Terms:

A) This lease is subject to the terms and conditions of that certain agreement dated October 14, 1980 between the parties hereto, among others.

B) Tenant shall have the right to terminate the lease without further liability to Landlord in accordance with October 14, 1980 Agreement between Parties.

C) Car cond, maintenance, water heat, gas & electric shall be supplied by Landlord at cost & Landlord's.

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Lease as of the day and year first above written.

ATTEST:

By: Joseph A. Andresini (SFAL)
By: Gertrude Skopp (SFAL)

By: Glenn L. Dawson (SFAL)
By: James J. Jung (SFAL)

By: _____ (SFAL)

Century 21

ANDRESINI & SKOPP REALTY, INC.
1107400 Kentworth Drive, Suite 100
Towson, Maryland 21204
(301) 925-1221

November 26, 1980

Captain Joseph Kelly
Fire Department Plans Review
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Re: Permit #126091
Control #C-1033-80
District 8

Dear Captain Kelly:

In regards to 1515 York Road we are in agreement to the proposal which was suggested in order that we may proceed with the first floor renovation for one tenant office use. The following will be complied with:

1. Staircase wrapped with one hour fire-resistant sheet rock.
2. Top of staircase to attic sealed off with one hour fire-resistant sheet rock.
3. Door and frame to basement with one hour fire proof and labeled.
4. Usage of second floor, a fire escape will be installed as per Baltimore County Fire Department Code.
5. No flammable material of any type to be stored in basement.
6. Basement can be used when entire ceiling is covered with one hour fire-resistant material.
7. Furnace and hot water area to have one hour fire-resistant material.

Very truly yours,

CENTURY 21 ANDRESINI & SKOPP REALTY, INC.

Joseph A. Andresini

JAA/jhm

THE SHENK CORPORATION ENGINEERS AND SURVEYORS

43 EAST LEE STREET, 8TH FLOOR, BALTIMORE, MARYLAND 21204

WILLIAM SHENK, P.E. - RONALD M. KEARNEY, PROPT. L.E.

November 19, 1980

PN 7701

PARTICULAR DESCRIPTION ZONING SPECIAL HEARING

Beginning for the same at a pipe now set on the east side of York Road (Maryland Route 45) said pipe being 130.00 feet more or less measured along the east side of York Road from the center line of Thornhill Road, said pipe being also on the last line of that tract of land which by a deed dated 10 June 1974 was conveyed by C. Alan Peck Jr. and Glenn C. Peck, Sr. et al., to C. Alan Peck and Franca F. Peck and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. 5532 folio 37, running thence binding reversely on the fourth, third and part of the second lines of the above mentioned deed the 3 following courses and distances as now surveyed viz:

- (1) North 54 - 30 - 46 East 146.03 feet to a pipe heretofore set,
- (2) South 35 - 29 - 14 East 50.00 feet to a pipe now set,
- (3) South 54 - 30 - 46 West 146.10 feet to a pipe now set on the east side of York Road, thence binding on the east side of York Road
- (4) North 35 - 24 - 35 West 50.00 feet to the beginning hereof. Containing 0.167 acres of land more or less.

Being a part of that tract of land which by a deed dated 10 June 1974 was conveyed by C. Alan Peck Jr. and Glenn C. Peck, Sr. et al., to C. Alan Peck and Franca F. Peck and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. 5532 folio 37.



OFFICE COPY

Century 21

ANDRESINI & SKOPP REALTY, INC.
1107400 Kentworth Drive, Suite 100
Towson, Maryland 21204
(301) 925-1221

COPY

November 28, 1980

S. Eric DiNenna, Esquire
Alex. Brown Building Suite 205
102 W. Pennsylvania Avenue
Towson, Maryland 21204

Dear Mr. DiNenna:

In response to your letter regarding our request for an earlier hearing, we are in a dilemma. As we have told you, we had to move from our office at 660 Kentworth Drive due to the sale of the building, but not all the unexpired conditions that existed there with all of the renovations, i.e., the wiring, water leakage and dirt that we had to move into the adjacent building. We only have a temporary lease of four (4) months and the month has already passed. Besides the hearing on 11/11 will have to relocate 1515 York Road.

We have already been told that it would be impossible to get an extension on our short term lease.

Our one has closed and mortgage payments continue on at 1515 York Road property.

Anything you can do to help us get an earlier hearing would be greatly appreciated.

Very truly yours,

CENTURY 21 ANDRESINI & SKOPP REALTY, INC.

Joseph A. Andresini
Gertrude Skopp

Gertrude Skopp
JAA/jhm



81-400
J. J. Jung
Jung & Associates
Suite 205 Alex. Brown Building
102 W. Pennsylvania Avenue
Towson, Maryland 21204

S. Eric DiNenna
Attorney at Law

March 2, 1981

The Honorable William E. Hammond,
Zoning Commissioner for Baltimore County
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

RE: Petition for Special Hearing - E/S of York Road,
130' of Thornhill Road - 8th Election District
Joseph A. Andresini, et al - Petitioners
Case No. 81-146-SFH (Item No. 110)
My File NO. 80-76

Dear Mr. Hammond:

Pursuant to the above-referenced case and hearing thereon, Deputy Zoning Commissioner Jung granted the Petition of my clients on February 20, 1981.

Enclosed please find a copy of a letter forwarded to me from my clients with reference to the emergency situation of being able to proceed with the permit to raise the roof and obtain occupancy as soon as possible. I would respectfully request the Zoning Commissioner to allow the permit to be processed and issued during the thirty-day appeal period. If there is an appeal, my clients have advised me that they will cease the expansion and not occupy the second floor of the premises. They do have change of occupancy and other necessary permits for the first floor. Within the last six to eight months my clients have been moving into, on a temporary basis, their third location.

Please advise me of your feelings in this matter. Please do not hesitate to call me if you have any questions.

Thank you in advance for your attention and consideration.

Very truly yours,

S. ERIC DINENNA

SED:fzt
Enclosure

cc: Andresini & Skopp Realty, Inc.

Very truly yours,
J. J. Jung
Jung & Associates
Suite 205 Alex. Brown Building
102 W. Pennsylvania Avenue
Towson, Maryland 21204

S. Eric DiNenna
Attorney at Law

301-925-1630
301-946-6120

December 1, 1980

The Honorable William E. Hammond
Zoning Commissioner
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

RE: My File No. 80-76

Dear Commissioner Hammond:

Please be advised that I represent Mr. Joseph A. Andresini and Mrs. Gertrude Skopp in the Petition for Special Hearing under Item #110.

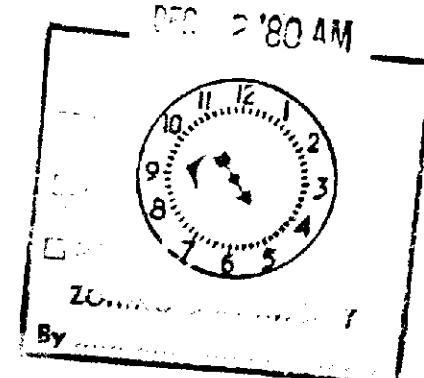
Enclosed please find a copy of a letter addressed to me from them indicating that their quest to have an early hearing is for the reasons as set forth in the letter. I have also enclosed a copy of the appropriate provisions of their four (4) months Lease and as you can see from their letter and the provisions that it is temporary in nature and they have been told they cannot obtain an extension on the Lease. Accordingly, I respectfully request that this matter be set in for a hearing under Item 110 as soon as possible.

Thank you for your consideration.

Very truly yours,

S. ERIC DINENNA

SED:fzt
Enclosures



BALTIMORE COUNTY
ZONING COMMISSION
111 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204

YOUNG & JUNG
ZONING COMMISSION

February 20, 1981

S. Eric DiNenna, Esquire
Suite 205
Alex. Brown Building
102 West Pennsylvania Avenue
Towson, Maryland 21204

RE: Petition for Special Hearing
E/S of York Rd., 130' N of Thornhill Rd.,
8th Election District
Joseph A. Andresini, et al - Petitioners
Case No. 81-146-SFH (Item No. 110)

Dear Mr. DiNenna:

I have this date passed my Order in the above captioned matter in accordance with the attached.

Very truly yours,

JEAN M.H. JUNG
JEAN M.H. JUNG
Deputy Zoning Commissioner

JMHJ/mc

Attachments

cc: Ms. Frances Weiver
7 Croftley Road
Timonium, Maryland 21093

Mrs. Jo Herrmann
21 Thornhill Road
Timonium, Maryland 21093

John W. Hession, III, Esquire
People's Counsel

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your Petition has been received this _____ day of _____, 1981.

Filing Fee \$ _____ Received: ☒ Check
☐ Cash
☐ Other

Petitioner _____ Submitted by _____

Petitioner's Attorney _____ Reviewed by _____

*This is not to be interpreted as acceptance of the Petition for assignment of a hearing date.

DUPLICATE
CERTIFICATE OF PUBLICATION

TOWSON, MD., January 22, 1981

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., 98 3/4 in each of _____ successive weeks before the _____ day of _____, 1981, the first publication appearing on the _____ day of _____, 1981.

THE JEFFERSONIAN,

Manager.

Cost of Advertisement, \$ 975

Petition For
Special Hearing

8th District
Zoning: Petition for Special Hearing
Location: East side of York road, 130 feet North of Thornhill road
Date & Time: Thursday, February 12, 1981 at 10:30 A.M.
Public Hearing: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland
The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing under Section 500.7 of the Baltimore County Zoning Regulations, to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve an amendment of Restriction No. 1 of Case No. 78-15-XA to allow the proposed expansion of 180 square feet on the second floor.
All that parcel of land in the Eighth District of Baltimore County
Beginning for the same at a pipe now set on the east side of York road (Md. Rt. 45) said pipe being 130.00 feet more or less measured along the east side of York road from the center line of Thornhill road, said pipe being also on the last line of that tract of land which by a deed dated June 10, 1974, was conveyed by C. Alan Peck, Jr. and Glenn C. Peck, Sr. at al. to C. Alan Peck and Francis F. Peck and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. 5532 folio 37, running thence binding reversely on the fourth, third and part of the second lines of the above mentioned deed the following courses and distances as now surveyed viz:
(1) North 54-30-48 East 146.03 feet to a pipe heretofore set.
(2) South 35-29-14 East 50.00 feet to a pipe now set.
(3) South 54-30-48 West 146.10 feet to a pipe now set on the east side of York road, thence binding on the east side of York road.
(4) North 35-24-35 West 50.00 feet to the beginning hereof. Containing 0.167 acres of land more or less.
Being a part of that tract of land which by a deed dated June 10, 1974, was conveyed by C. Alan Peck, Jr. and Glenn C. Peck, Sr. at al. to C. Alan Peck and Francis F. Peck and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. 5532 folio 37.
Being the property of Joseph A. Andresini, et al. as shown on plat filed with the Zoning Department.
Hearing Date: Thursday, Feb. 12, 1981
AT 10:30 A.M.
Public Hearing: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland.
BY ORDER OF
William E. Hammond,
Zoning Commissioner of Baltimore County

The Essex Times

Essex, Md., Jan 22 1981

This is to Certify, That the annexed

was inserted in The Essex Times, a newspaper printed and published in Baltimore County, once in

each of _____ successive weeks before the _____ day of _____, 1981

Publisher.



BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 095119

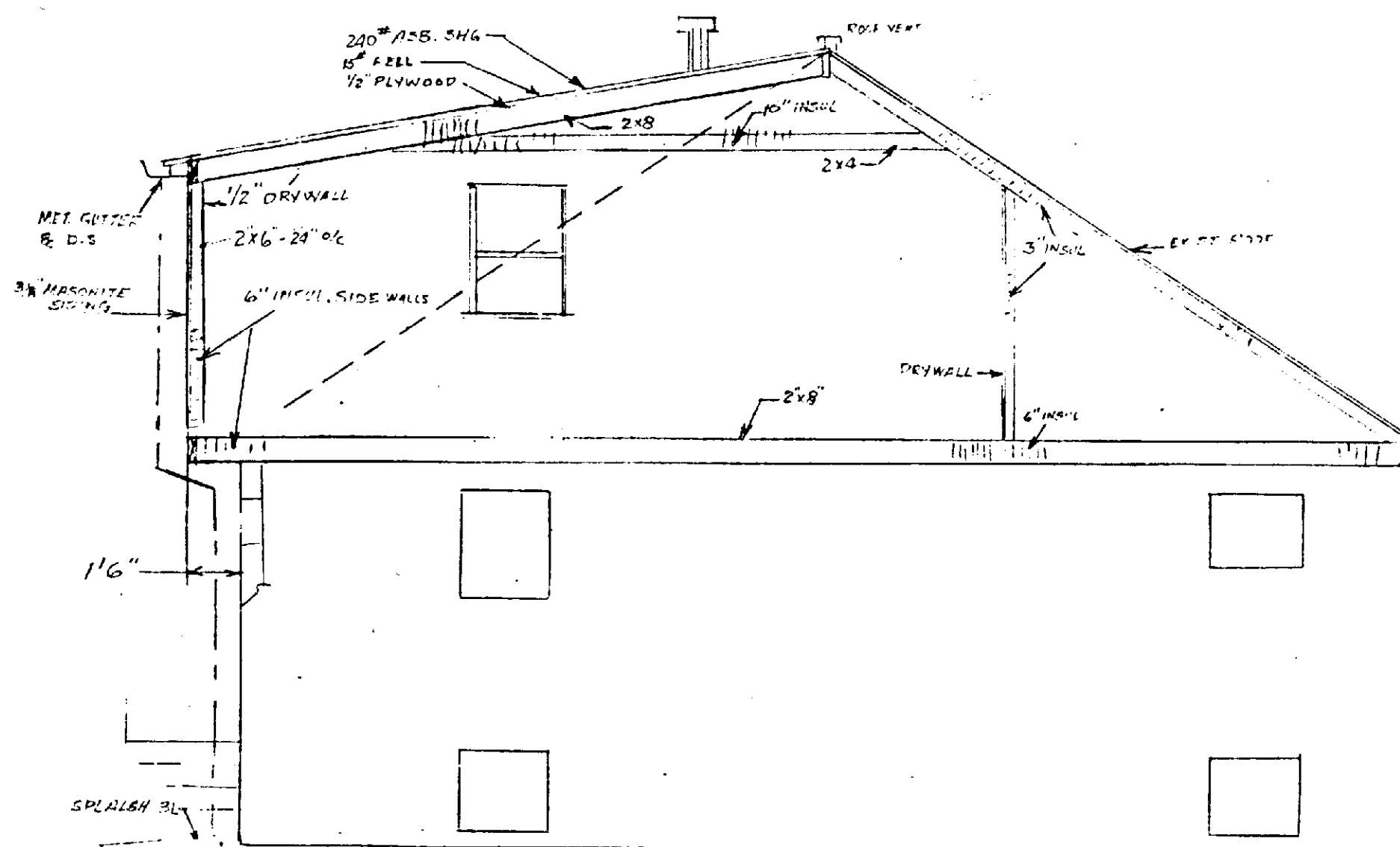
DATE January 13, 1981 ACCOUNT 01-662

AMOUNT \$25.00

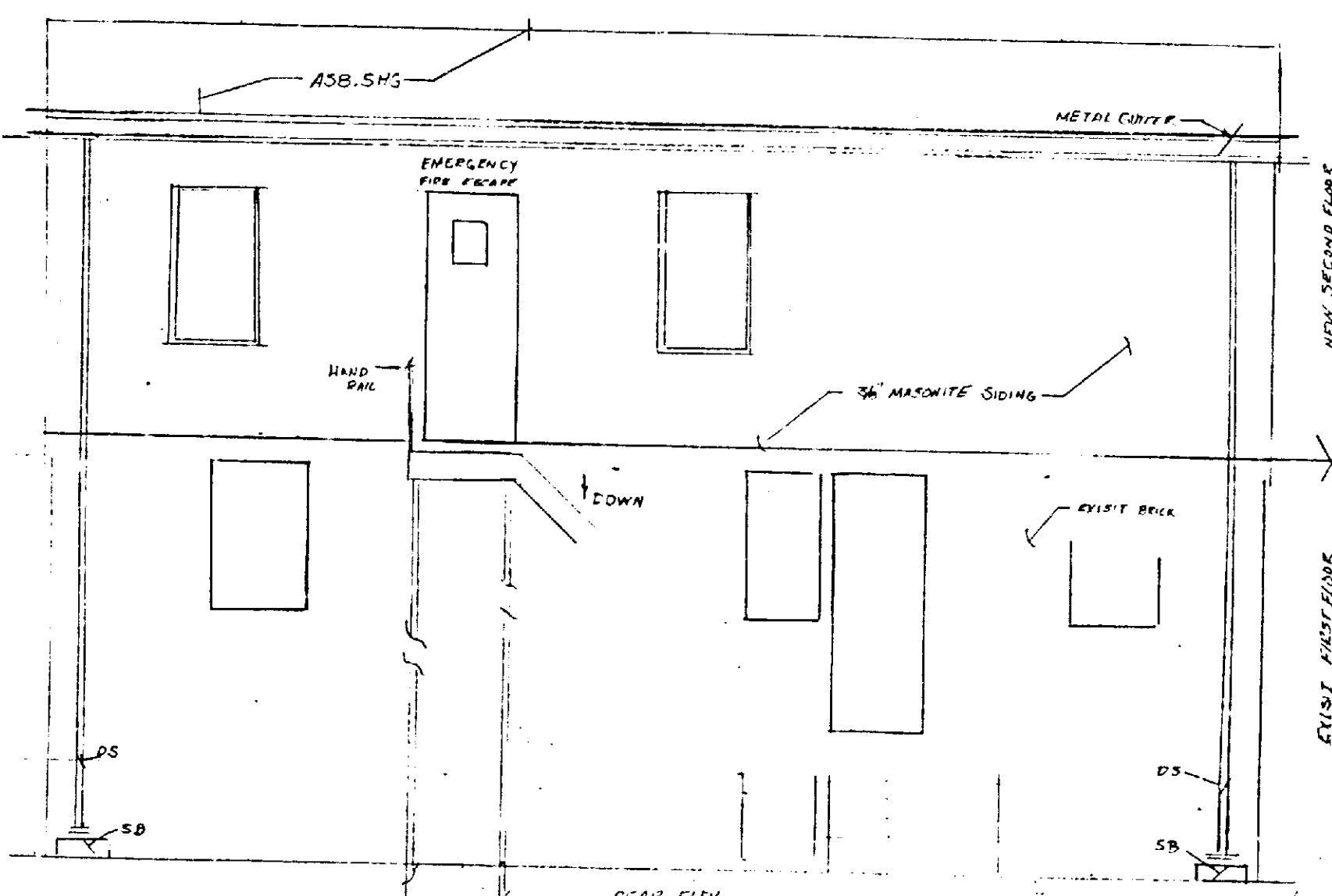
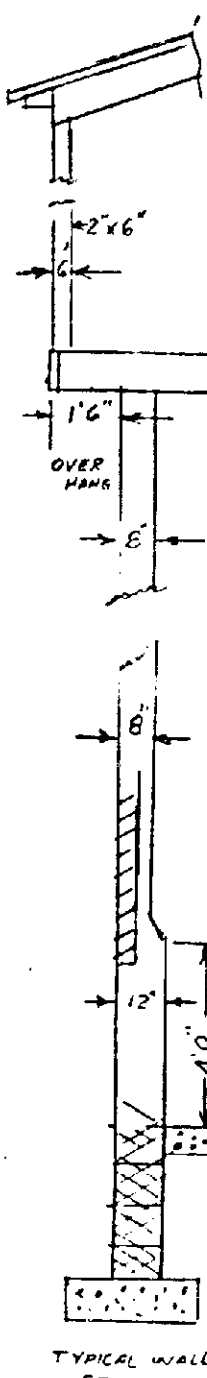
RECEIVED FROM Century Properties

FOR Filing Fee for Case No. 81-146-SPH

VALIDATION OR SIGNATURE OF CASHIER



LEFT SIDE ELEV 16'-10"



REAR ELEV

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 795160

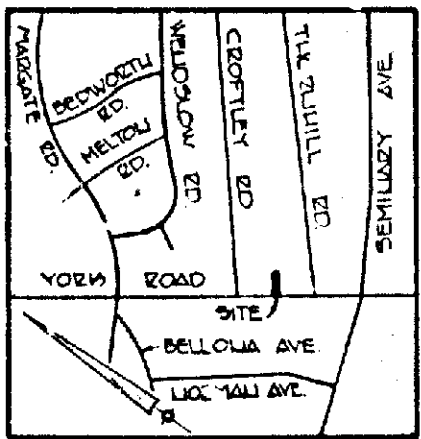
DATE February 11, 1981 ACCOUNT 01-662

AMOUNT \$71.88

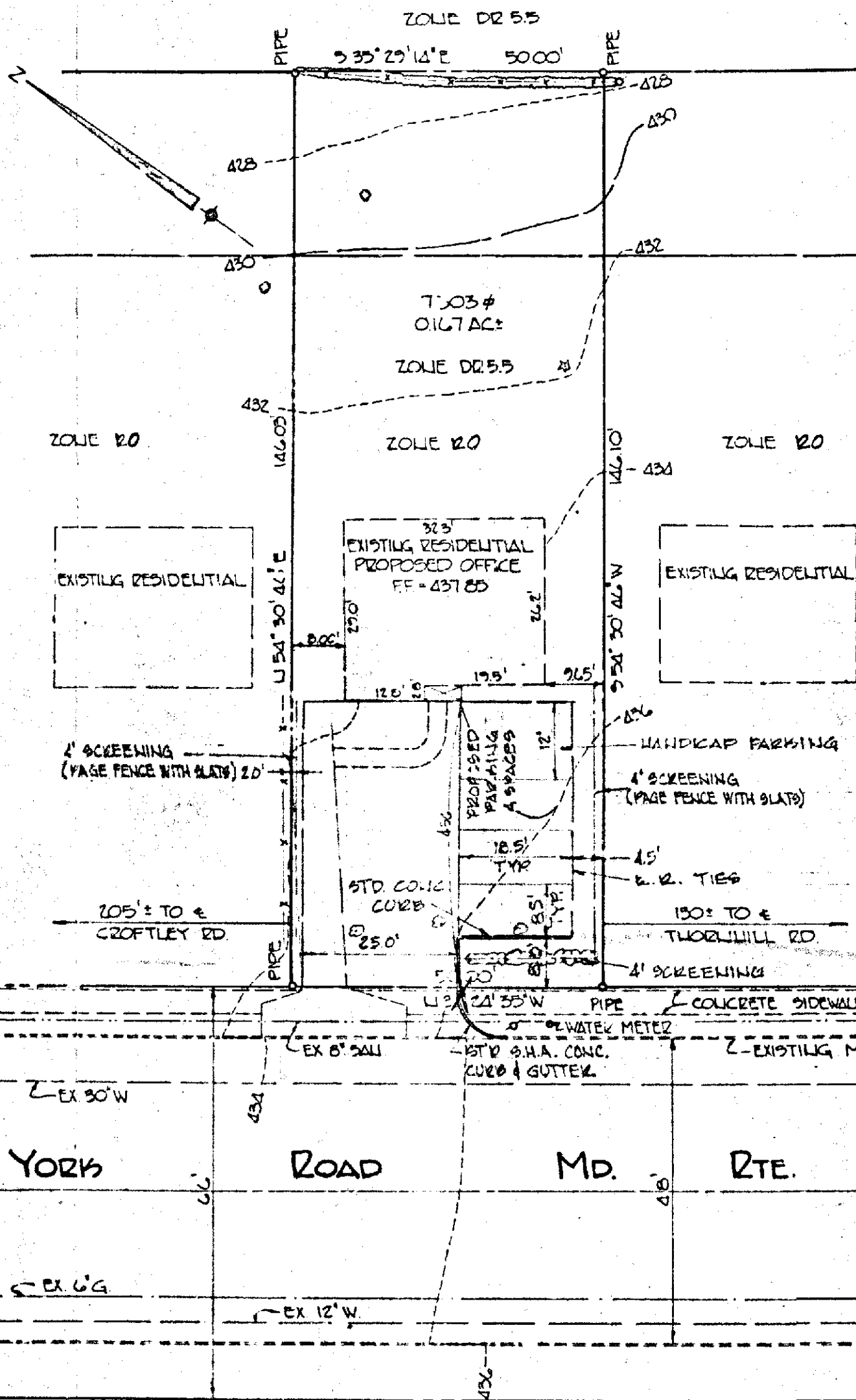
RECEIVED FROM Joseph A. Andresini

FOR Adv. & Posting for Case No. 81-146-SPH

VALIDATION OR SIGNATURE OF CASHIER



VICINITY MAP
SCALE: 1"=1000'



OFF-STREET PARKING

FIRST FLOOR:

USE	OFFICE
TOTAL FLOOR AREA	= 882 SQ. FT.
NO. OF SPACES REQUIRED	= 22
NO. OF SPACES PROVIDED	= 22

SECOND FLOOR:

USE	OFFICE
TOTAL FLOOR AREA	= 560 SQ. FT.
(EX. 560 SQ. FT. + ADD. 180 SQ. FT.)	
NO. OF SPACES REQUIRED	= 11
NO. OF SPACES PROVIDED	= 11
TOTAL SPACES REQUIRED	= 40
TOTAL SPACES PROVIDED	= 40

- NOTE:
1. SEE CASE #78-195 XA GRANTOR'S DEED IN D216 ZONE WITH S/E FOR OFFICE
 2. BILL #147-80 COUNTY COUNCIL
 3. ADDITIONAL SPACE (180 SQ. FT.) TO BE PROVIDED BY RAISING ROOF
 4. ZONING BASED ON 1980 MAPS
 5. SPECIAL HEARING TO AMEND RESTRICTION NO. 1 OF CASE #78-195 XA TO ALLOW PROPOSED EXPANSION



Item 2100

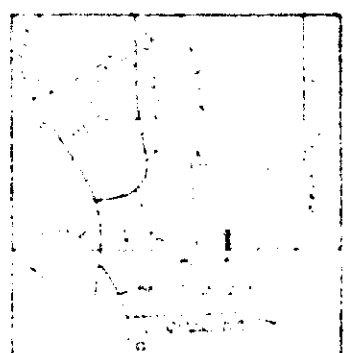
PLAT TO ACCOMPANY
ZONING SPECIAL HEARING
1515 YORK ROAD
ELECTION DISTRICT 8
BALTIMORE COUNTY, MD.

THE SHENK CORP.

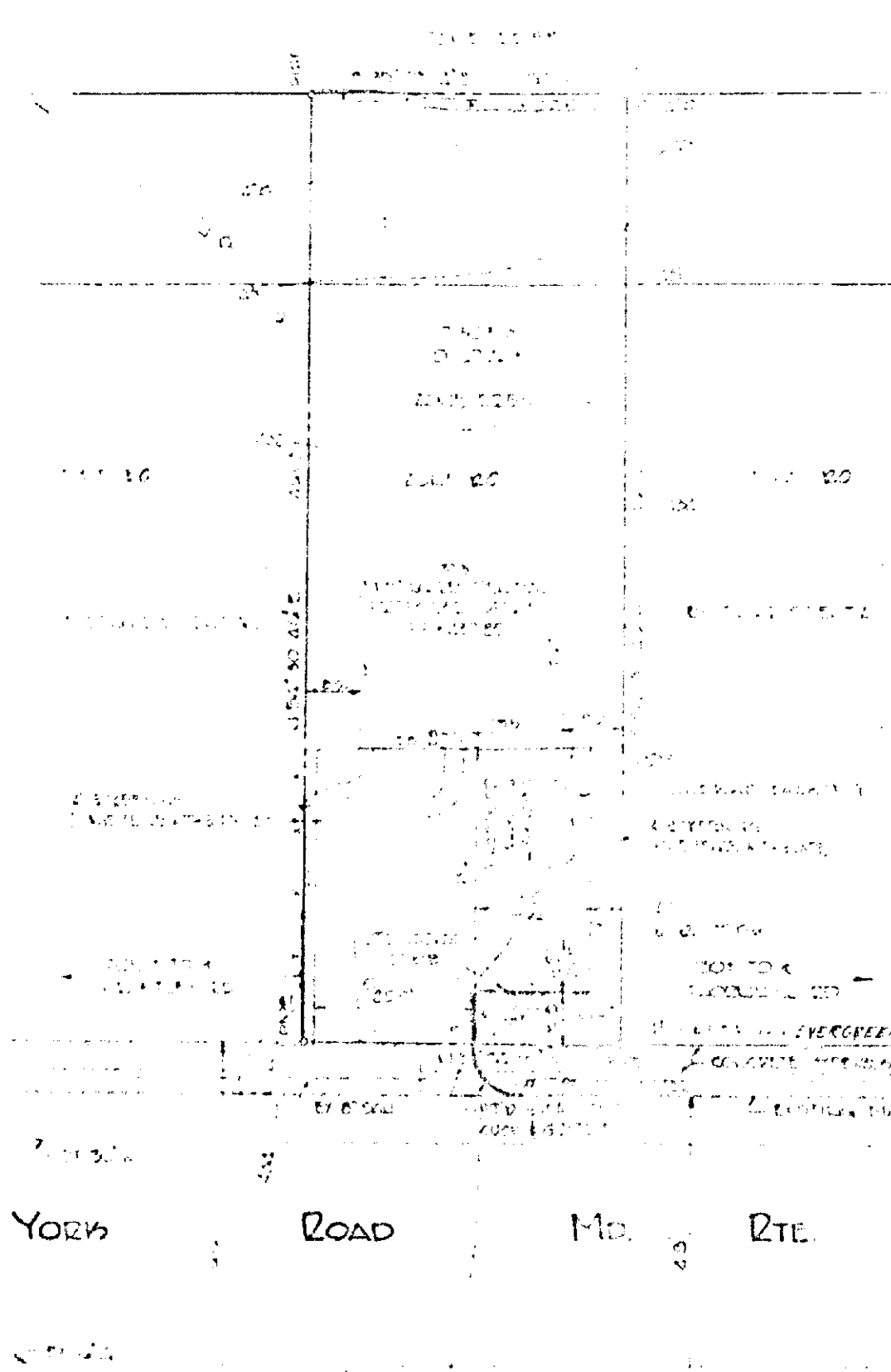
43 EAST LEE STREET
BAL. MD. MARYLAND 21014

DATE	SCALE	FILE NO.
13 OCT. 1977	1"=20'	7701

11-20-83



VICINITY MAP
SCALE: 1"=1000'



USE	OFFICE
TOTAL FLOOR AREA	= 882 SQ. FT.
NO. OF SPACES REQUIRED	= 22
NO. OF SPACES PROVIDED	= 22

USE	OFFICE
TOTAL FLOOR AREA	= 560 SQ. FT.
(EX. 560 SQ. FT. + ADD. 180 SQ. FT.)	
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 5. SPECIAL HEARING TO AMEND RESTRICTION NO. 1 OF CASE #78-195 XA TO ALLOW PROPOSED EXPANSION

PLANS APPROVED
OFFICE OF PLANNING & ZONING

BY: PLANNING
DATE: 3/24/81
BY: ZONING COMMISSIONER
DATE: 3/24/81

81-146-SPH
C-298-B/1

PLAT TO ACCOMPANY
ZONING SPECIAL HEARING
1515 YORK ROAD
ELECTION DISTRICT 8
BALTIMORE COUNTY, MD.

THE SHENK CORP.

43 EAST LEE STREET
BAL. MD. MARYLAND 21014

3-23-81